

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

AiAdvertising, Inc.,	:	
	:	
Plaintiff	:	
	:	CASE NO. 5:23-cv-1227
v.	:	
	:	
Italeau, Inc.,	:	
	:	
Defendant	:	

COMPLAINT

PARTIES

1. Plaintiff AiAdvertising, Inc. is a corporation with a principal place of business located at 1114 S St. Mary's Street, San Antonio, TX 78210.

2. Defendant Italeau, Inc. is a corporation with a principal place of business located at 1 Harbor Drive, Suite 300, Sausalito, CA 94965.

JURISDICTION & VENUE

3. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because there is diversity of citizenship and an amount in controversy greater than \$75,000.

4. Venue is proper in the United States District Court for the Western District of Texas pursuant to 28 U.S.C. § 1391(b)(2) because this is where the events giving rise to this Complaint occurred.

STATEMENT OF FACTS

5. On or about April 7, 2022, Plaintiff and Defendant entered into a written agreement wherein Plaintiff agreed to provide Defendant with certain performance marketing services in exchange for Defendant compensating Plaintiff for the same.
6. Plaintiff performed the marketing services as required under the terms of the contract.
7. Despite Plaintiff's performance of the agreed upon services, Defendant, to date, has failed to compensate Plaintiff for the same in the amount of \$294,118.
8. Despite Plaintiff demanding paying in full from Defendant, to date, Defendant has failed to pay to Plaintiff the amount owed.

COUNT I Breach of Contract

9. The contract between the parties dated April 7, 2022, is a valid and enforceable contract.
10. Plaintiff performed as required under the contract by performing the agreed upon marketing services.
11. Defendant breached the contract by failing to perform as required by failing to pay to Plaintiff the total amount due for the services performed by Plaintiff.
12. Defendant knew that Plaintiff only performed the agreed upon services in expectation that Plaintiff would be compensated for the same pursuant to the terms of the contract.
13. There is no impossibility of performance, fraud, mistake, misrepresentation, or any other justification or excuse for Defendant's breach of the contract with Plaintiff.

14. As a result of Defendant's breach of the contract, Plaintiff has sustained damages in the amount of \$294,118.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully demands judgment against Defendant for actual damages; costs of suit and reasonable attorney's fees; and granting such other relief as the Court deems equitable and just.

DATED: September 28, 2023

s/ John P. Dell'Italia

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